

CONTEST DESCRIPTION:

An international email marketing award contest acknowledging the very best in email marketing, recognizing true innovations and best practices, as well as celebrating results and successes by using this strategic momentum to advance the industry as a whole.

Forward Awards Contest by Intuit Mailchimp (“Contest”) Official Rules

NO PURCHASE, PAYMENT, OBLIGATION, OR FINANCIAL DISCLOSURE OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR FINANCIAL DISCLOSURE WILL NOT INCREASE YOUR CHANCE OF WINNING. OPEN ONLY TO EMPLOYEES OF COMPANIES THAT ARE CURRENT MAILCHIMP USERS (AND HAVE LOGGED INTO MAILCHIMP WITHIN THE PAST THIRTY (30) DAYS) AT TIME OF SUBMISSION THAT ARE IN GOOD STANDING (AT TIME OF ENTRY AND IF APPLICABLE AT TIME OF AWARD), COMPANIES REGISTERED TO CONDUCT BUSINESS IN THE 50 UNITED STATES, DISTRICT OF COLUMBIA, UNITED KINGDOM, AUSTRALIA AND CANADA (EXCLUDING QUEBEC AND WHERE PROHIBITED BY LAW, RULE OR REGULATION). MUST BE A FREE, ESSENTIAL, STANDARD OR PREMIUM MAILCHIMP PLAN USER WHO HAS REGISTERED WITH MAILCHIMP PRIOR TO SUBMISSION.

OPEN ONLY TO EMPLOYEES OF COMPANIES THAT ARE CURRENT MAILCHIMP USERS AS OF DATE OF SUBMISSION THAT ARE IN GOOD STANDING (AT TIME OF ENTRY AND IF APPLICABLE AT TIME OF AWARD), AND HAVE LOGGED INTO MAILCHIMP WITHIN THE PAST THIRTY (30) DAYS AT TIME OF SUBMISSION. COMPANIES MUST BE REGISTERED TO CONDUCT BUSINESS IN THE 50 UNITED STATES, DISTRICT OF COLUMBIA, UNITED KINGDOM, AUSTRALIA AND CANADA (EXCLUDING QUEBEC AND WHERE PROHIBITED BY LAW). MUST BE A FREE, ESSENTIAL, STANDARD OR PREMIUM MAILCHIMP USER WHO HAS REGISTERED WITH MAILCHIMP PRIOR TO DATE OF SUBMISSION. *Employees of Intuit Mailchimp, Inc. (the “Sponsor”), its affiliates, subsidiaries, advertising agencies, Marden-Kane, Inc. (the “Administrator”) and the immediate families (spouse, parents, children, siblings and their respective spouses) (collectively “Releasees”) and individuals living in the same household as such employees or an Entrant who has won a prize from a promotion sponsored by Sponsor within two (2) years of having received said prize are not eligible to enter or win a prize. The following are also not eligible to enter or win a prize: (i) any officer or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization, or institution in any jurisdiction; and (ii) any person or entity (a) appearing on any sanctions lists maintained by the US, Canada, the United Kingdom, Australia and or other applicable jurisdictions prohibiting transactions with certain entities, people and jurisdictions; (b) doing business in jurisdictions comprehensively sanctioned by the US, Canada, the United Kingdom, and Australia; and/or (c) who is a military end user as defined in 15 C.F.R. § 744. Each Entrant by participating in the Contest agrees to be bound by the Official Rules and Sponsor’s decisions which are final and binding. Void where prohibited or restricted by law. The Contest is subject to all applicable federal, state, provincial and local laws and regulations.*

DEFINED TERM:

Entrant: An eligible entrant (each, an “Entrant”) must be an active Mailchimp user (logged into Mailchimp within the past 30 days since time of submission, in good standing with their Company (who must be in good standing with Intuit Mailchimp) that is registered to conduct business in the United States, the District of Columbia, United Kingdom, Australia, or Canada (excluding Quebec and where prohibited by law). Entrants will be entering on behalf of their Company referenced on their registration form and all prizes awarded, if any, will be fulfilled in the name of their Company. Multiple Entrants from one Company may submit their own Entries (as defined below) on behalf of their Company. Mailchimp & Co. Partners (“Partners”) are eligible Entrants provided that the Entry submitted is the Partner’s own work (created for the Partner) and is not work completed on behalf of or for a Partner’s client.

Company: An eligible company (each, a “Company”) must be an active Mailchimp user (logged into Mailchimp within the past 30 days since time of submission, in good standing with Intuit Mailchimp, and registered to conduct business in the United States, the District of Columbia, United Kingdom, Australia, or Canada (excluding Quebec and where prohibited by law).

HOW TO ENTER:

The Contest begins on April 18, 2024 at 12:00:00 PM Eastern Time (“ET”) and ends on May 24, 2024 at 11:59:59 PM ET (the “Entry Period”). Entries must be received by 11:59:59 PM ET on May 24, 2024. The Sponsor’s computer, or that of its designee, runs the official clock for the Contest and will solely determine the time by which an entry is received.

Throughout the Contest there will be a series of Contest-related “events”, which start and end on or about the dates and times noted with additional detail in the chart below:

All dates/times are 2024/Eastern Time

EVENT	Event START Date/Time	Event END Date/Time
Open ENTRY for Entries (“Entry Period”)	April 18 12:00:00 PM ET	May 24 11:59:59 PM ET
Moderation (“moderation” – confirming entries meet eligibility requirements as stated above)	April 25 through May 28	
JUDGING ROUND 1 (judging of entries by a panel of Mailchimp Representatives)	May 6 through May 30	
JUDGING ROUND 2 (judging of entries by a panel of Mailchimp Executives)	June 4 through June 7	
POTENTIAL WINNER NOTIFICATION	On or about June 17	
POTENTIAL WINNER BACKGROUND CHECK	June 17	
WINNER ANNOUNCEMENT	Early to mid-July	

To enter, eligible Entrants may visit <https://events.fastcompany.com/mailchimp-forwardawards> anytime during the Entry Period and follow the on-screen instructions and the guidelines herein: [A.] Complete the registration form by providing the information required (Name, what best describes your role at your Company, Company name, Company website URL, Company social channels, direct phone number, Company size (# of employees), industry, location/region, approximate size of email audience; [B.] submit an entry into up to four-4 of the following award categories; (1) Outstanding Personalization Award, (2) Best Revenue-Driving Campaign Award (only Entrants with an e-commerce store connected to Mailchimp are eligible to submit an entry to be considered for this award), (3) Most Engaged Audience Award, (4) Marketing Innovator of the Year Award; and [C.] for each award category, Entrants will be required to complete and submit an essay (350 words or less), and submit a minimum of one-1 and maximum of five-5 supporting documents (for examples visit :

<https://downloads.ctfassets.net/yzco4xsimv0y/5fATgO3b6GZp53tagkZoFs/21c9360a91fb20167106b16e70971b51/FWD-Awards-Submission-Guide.pdf> (collectively, each, an “Entry”). All responses and supporting documents must be in English. Non-English Entries will be disqualified. Once an eligible Entrant has completed their Entry, they must click the “Submit” button on the website for the Entry to be considered. All Entries must be submitted by May 24 2024 at 11:59:59 PM ET. Entries submitted later than this date/time will not be accepted. Limit of one (1) Entry per Entrant per award category throughout the Entry Period. Entrants from the same Company may submit an Entry in the same category.

COMPANY POLICIES AND CONSENTS: If an Entrant uploads an Entry in the Contest, and such Entry would violate any rule or policy of the Entrant’s Company, the Entrant and all Entries corresponding to such Entrant and the corresponding Company may be deemed ineligible and disqualified immediately. Entrant acknowledges and agrees that Sponsor may at any time request documentation from Entrant confirming their participation in the Contest does not violate any rule or policy of the Entrant’s Company, and at any time may inform Entrant’s Company of their participation in the Contest. If Entrant is not able to provide such documentation to Sponsor within five (5) business days, Sponsor may disqualify Entrant from eligibility to participate in the Contest.

AWARD CATEGORY DETAILS:

(1) OUTSTANDING PERSONALIZATION AWARD:

Description : This award celebrates the Company marketer or Company team who has excelled in using Mailchimp's personalization tools. Winner will be recognized for their ability to craft and execute a personalized email campaign that targets their business audience at scale. Entries should include a summary of how different customer segments were

identified, an overview of the tools used to personalize for the audience, and impressive results including (but not limited to) relevant metrics (such as open rates and click rates).

Call to Action: In 350 words or less, provide background on your business and your target audience. Clearly identify and state the business challenge/objective that led to your need to develop and launch an email campaign with personalization using Mailchimp. Provide a summary of how you identified different customer segments, an overview of the tools you used to personalize for your audience, and the results including relevant metrics (such as open rates and click rates).

(2) BEST REVENUE-DRIVING CAMPAIGN AWARD (Only users with an e-commerce store connected to Mailchimp are eligible to submit an Entry for this award. E-commerce stores can be connected at <https://mailchimp.com/help/connect-your-online-store-to-mailchimp/>).

Description: This award celebrates the Company who has used Mailchimp tools to increase revenue for their business. Winner will be recognized for their ability to craft and execute an email campaign that supports them in meeting or exceeding revenue goals. Entries should include a summary of initial revenue challenges and goals, marketing strategy and Mailchimp tools used to achieve revenue goals, and results including (but not limited to) open rates, click rates, and revenue growth over time.

Call to Action: In 350 words or less, provide a detailed summary of the campaign and its results including relevant metrics of success that helped you meet or exceed your revenue goals. The summary should: provide background on your business and the campaign, explain how you defined and developed your revenue goals, identify the business challenge or problem addressed by the campaign, and include an overview of the Mailchimp tools and strategy used in the campaign to increase revenue.

(3) MOST ENGAGED AUDIENCE AWARD:

Description: This award celebrates the outstanding development of a Company's email audience. Winner will be recognized for the activity and loyalty of their email audience and the strategic development that has driven their compelling engagement. Entries should include relevant metrics such as list growth over time, open rates, deliverability, and unsubscribe rates, as well as the marketing strategy and Mailchimp tools used to cultivate engagement.

Call to Action: In 350 words or less, share an overview of your email audience and a summary of engagement including relevant metrics such as list growth, open rates, deliverability, and unsubscribe rates. Provide background on your business and the tools and strategy you have used to cultivate this engagement.

(4) MARKETING INNOVATOR OF THE YEAR AWARD:

Description: This award celebrates the Company marketer or Company team who has demonstrated creativity and innovation using Mailchimp tools to achieve exceptional campaign results. Winners will be recognized for their ability to apply experimentation, resourcefulness, and ingenuity in leveraging Mailchimp tools. Entries should include a summary of the initial problem to be solved, and showcase how the applied strategy and tools helped to meet or exceed business goals.

Call to Action: In 350 words or less, tell us how you transformed your marketing strategy with Mailchimp tools to drive improved campaign results. Include relevant metrics of success. Provide background on your business and your customer audience, including insight into the business challenge or goal that led to your need for a strategy shift. Please be as specific as possible.

Supporting Documents (acceptable formats):

Images: gif, jpeg, jpg, png, svg

Text Documents: doc, docx, ppt, pptx, pps, key, odt, pdf, txt

Spreadsheets: xls,xlsx, ods, ots, csv

Audio Files: aif, iff, m3u, m4a, mid, mps, mpa, ra, wav, wma

Video Files: avi, flv, m4v, mov, mp4, mpg, rm, srt, swf, wmv

Font Files: woff, otf, ttf

Design Files: ai, psd, eps

Maximum of five (5) files per Entry. Due to extra processing for image uploads vs other file types, if you include images as an available upload type, max upload size for images is 10MB and 30MB for other file types. Support documents must have been completed from January 1, 2023 to May 24, 2024.

Important Information About Each Entry:

- Any additional materials submitted within Entry not specified or requested above (i.e., website URL's, newspaper clippings, etc.) will not be judged and will not be acknowledged.

- Each Entry submitted must be COMPLETED in its entirety, including the essay specific to the award category selected.
- Entries must be submitted in English.
- Entries received that are unintelligible, incomplete, or are not submitted online will be disqualified.
- Entrant certifies that the Entry is their original work, an accurate representation of the work associated with Mailchimp within their Company, and that they have all rights to the Entry; that it has not been previously entered into another contest, published, released, or distributed; does not infringe on any third-party rights; and complies with these Official Rules.
- Sponsor reserves the right to anonymously utilize all Entry data submitted and takeaways at aggregate for internal insight building and promotional efforts.
- Sponsor is under no obligation to correspond with Entrant. Entries will not be acknowledged or returned.

Restricted Content: The content restrictions that follow apply to all Entries. Entries may NOT include content that:

- (1) contains any misuse of brand names;
- (2) depicts any person/business other than the Entrant and their respective Company;
- (3) uses any third-party trademarks, company names or logos, commercial or corporate advertising or artwork, or recognizable branded products or locations;
- (4) violates any third-party property or other rights including, but not limited to: copyrights, trademark, right of publicity or privacy, or any other proprietary rights;
- (5) involves libelous, defamatory, disparaging, tortuous or slanderous materials;
- (6) involves nudity, or adult-oriented or sexually-explicit behavior or subjects;
- (7) involves explicit or offensive language or content;
- (8) involves violence;
- (9) portrays imitations of people or characters from movie/TV shows, etc.;
- (10) portrays discrimination;
- (11) promotes illegal activities of any kind;
- (12) promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any basis protected by federal, state, provincial or local law, ordinance, or regulation;
- (13) denigrates, disparages or reflects negatively on the Sponsor, its products, or employees, or on any other person, company, product, or service;
- (14) is unlawful or contrary to the laws or regulations in the State in which the Entry was created;
- (15) is confidential; and/or
- (16) promotes a political agenda regardless of the political affiliation.

If an Entry includes any of the prohibited content listed above, at the sole determination of Sponsor, the Entry will be disqualified. The above list is not intended to be exhaustive; Sponsor may disqualify an Entry if it includes any content which, in Sponsor's opinion, is otherwise unsuitable in connection with this Contest. Sponsor reserves the right to reject or disqualify any Entry at any time, in its sole discretion, without incurring any liability.

Note: Mailchimp customers may disclose Partners, or Mailchimp experts, who have worked on their campaigns (Entry) in the application. These Partners, or Mailchimp experts, may be recognized and awarded. Mailchimp customers to provide communication with Partner/Mailchimp experts on the status of being awarded a prize.

JUDGING: During the Round 1 Judging Period, all eligible Entries will be moderated and judged by a panel of qualified judges, including representatives from Sponsor. During the Round 2 Judging Period, the Entries proceeding to Round 2 will be judged by a panel of Mailchimp executives and marketing representatives, under the supervision of the Administrator on the basis of the following criteria:

Moderation:

Each Entry will be reviewed/screened to confirm eligibility and the following requirements have been met:

- Entrant is an active Mailchimp user (have logged in to Mailchimp since April 15, 2024)
- Entrant is based in the US, UK, Australia or Canada (excluding Quebec).
- Entrant must be in good standing with Intuit Mailchimp.
- Entry (including support documents) are submitted in English.

- Support documents submitted were completed between January 1, 2023 and May 24, 2024.
- Support documents (at least one for each Entry) has been uploaded and is legible.
- If submitting an entry for Best Revenue Driving Campaign, Entrant must have a connected e-commerce store to their Mailchimp account (must be enrolled prior to Entry process).

If any criteria, as stated above, is not met, Entry may be disqualified. Sponsors decision to disqualify is final and binding. No exceptions will be made.

Round 1 Judging Criteria (Entries to be scored by a panel of Mailchimp representatives):

Review essay for Entrants' ability to articulate a response to the call to action (as stated above for each category). When evaluating, the following criteria will be considered:

- The problem to be solved is clearly identified and stated.
- The solution addressing the problem to be solved is clearly stated and must include the launch and execution of (but is not limited to) an email marketing campaign using the Mailchimp platform.
- Performance metrics pulled from the Mailchimp platform to support the solution. *The following will be referenced when evaluating:* [Email Marketing Statistics and Benchmarks by Industry.](#)

Maximum score forty-40 points

Review of uploaded Entry showcasing the Entrant's work. The following criteria will be considered when evaluating each Entry:

- How engaging is the entrant's Entry?
- How professional and advanced is the content submitted?
- Do the submitted materials reflect the use of Mailchimp tools and features?
- Do the submitted materials demonstrate successful performance of the campaign? *The following will be referenced when evaluating:* [Email Marketing Statistics and Benchmarks by Industry.](#)

Maximum score sixty-60 points

Maximum Total Points: one hundred-100 points

In the event of a tie, the Entries in question will be re-judged by a panel of judges. Judging scores will not be revealed. The decisions of the panel are final.

The three (3) highest scoring entries from each award category will progress to Round 2 Judging

Round 2 Judging Criteria (The three (3) highest scoring entries from each award category to be scored by a panel of Mailchimp executives & marketing representatives):

Review essay for Entrants' ability to articulate a response to the call to action (as stated above for each category). When evaluating, the following criteria will be considered:

- The problem to be solved is clearly identified and stated.
- The solution addressing the problem to be solved is clearly stated, and must include the launch and execution of (but is not limited to) an email marketing campaign using the Mailchimp platform.
- Performance metrics pulled from the Mailchimp platform to support the solution. *The following will be referenced when evaluating:* [Email Marketing Statistics and Benchmarks by Industry.](#)

Maximum score forty-40 points

Review of uploaded Entry showcasing the Entrant's work. The following criteria will be considered when evaluating each Entry:

- How engaging is the entrant's Entry?
- How professional and advanced is the content submitted?
- Do the submitted materials reflect the use of Mailchimp tools and features?
- Do the submitted materials demonstrate successful performance of the campaign? *The following will be referenced when evaluating: [Email Marketing Statistics and Benchmarks by Industry](#).*

Maximum score sixty-60 points

Maximum Total Points: one hundred-100 points

In the event of a tie, the Entries in question will be re-judged by a different panel of judges. Judging scores will not be revealed. The decisions of the panel are final.

The one (1) highest scoring Entry from each award category will be identified as a potential Grand Prize winner pending completion of required documents (as stated below), including a background check. The one (1) Entry from each award category with the next highest score will be identified as a potential Runner-up Prize winner pending completion of required documents (as stated below), including a background check

Becoming a confirmed winner is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules.

PRIZES (each awarded in the name of the Company):

A total of four (4) Grand Prize Winners, one (1) from each award category. Prizes will include:

- The Forward Awards Winners trophy.
- Participation in sponsored virtual IF360 Award Winners Panel. See <https://www.fastcompany.com/innovation-festival-360> for additional information.
- Feature in custom article on fastcompany.com
- Mailchimp-sponsored media promotion (media package to be revealed at the time of award).
- Custom social toolkit and digital badge
- Feature in minimum of (1) case study to be published and promoted through Mailchimp
- The Forward Awards Winners trophy.
- Official Forward Awards merchandise.

Grand Prize-winning companies may designate a Company representative of their choosing (may not be the representative who submitted the entry) to participate in the redemption of prizes, inclusive of but not limited to: participation in IF360 Award Winners Panel, featured in a custom article on fastcompany.com and featured in case study.

A total of four (4) Runner-ups, one (1) from each category. Prizes will include:

- Custom social toolkit and digital award badge
- The Forward Awards runner-up certificate.
- Custom Mailchimp merchandise

A total of up to eight (8) Mailchimp & Co. Partners who are associated with winners or runners-up. Prizes will include:

- Custom social toolkit and digital badge
- The Forward Awards Partner certificate.
- Custom Mailchimp merchandise.

Important Note: There will be no retail value associated with any of the Grand Prizes, Runner-up Prizes or Mailchimp Partner prizes.

Prize Conditions: Each winning Company (the "winning Company" or "Winner") is responsible for the payment of any and all taxes or withholdings on any award received as required by law. By accepting the prize, each Winner understands and agrees they may be videotaped, recorded and/or photographed and Sponsor may schedule media interviews or a

photo/video shoot. Rights to any video, audio, photo or interview is owned solely by Sponsor and can be used in any media throughout the world in perpetuity and in any manner at Sponsor's sole discretion without further review, notice, approval, consideration or compensation to the winning Company, corresponding Entrant(s) or any third party. The Entrant who submitted the winning Entry must also agree to participate in any Sponsor provided media training or media preparation. Winning Company must agree not to disclose that they are a Winner of the Contest until Sponsor has made the public announcement. All details of prizes not specified herein shall be determined solely by Sponsor. Except as provided herein, no cash, transfers or prize substitution is allowed except at the discretion of Sponsor, who reserves the right where lawful to substitute a prize (or prize component) with one of comparable or greater value. In the event that not enough eligible entries are received all prizes may not be awarded. If prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater retail value will be awarded; provided, however, that if prize is awarded but unclaimed or forfeited by recipient, prize may not be re-awarded, in Sponsor's sole discretion. By accepting a prize, winning Company acknowledges compliance with these Official Rules. In no event will more Contest prizes be awarded than those listed in these Official Rules.

WINNER NOTIFICATION: The Administrator will contact each potential winner on or about mid to late June 2024 as stated in the chart above. Potential winners are not deemed a recipient of any prize, even if the winning notification should so indicate, unless and until (i) all requirements determined by the Sponsor in order to claim the prize have been fulfilled and (ii) the applicable Company has been notified that the acceptance and verification process is complete. The Entrant who submitted the winning Entry and their corresponding Company will be notified via email and/or phone and will be required to respond to the notification within forty-eight (48) hours of notification. Potential winning Company may also be required to complete, sign, and return an Affidavit of Eligibility (or Declaration of Eligibility if an eligible Canadian Company) and Liability Release and; where legal, a Publicity Release and a Background Check Authorization Form. Completed documents must be returned within twenty-four (24) hours from prize notification date or the prize may be forfeited and awarded to the next highest scoring Entry from the applicable award category. Any false statement made by a potential winner will result in automatic disqualification. If a potential winner does not return the required documents within the stated timeframe, cannot be contacted, or if any notification/Document is returned as undeliverable, or if a potential winner is found to be ineligible or not in compliance with these Official Rules, the potential winner will be disqualified and the Entry with the next highest score from the applicable award category will be notified, time permitting, at the sole discretion of the Sponsor. Confirmed Winners and Runners-up will provide contact information for the Mailchimp Partners that have been identified as winners.

Sponsor reserves the right to conduct background checks (including adverse media screening) of the potential winners (Entrants and Company) who may also be required to complete a Background Check Authorization Form.

In addition, you acknowledge and agree that the Releasees reserve the right to disqualify any potential winner at any time, in their sole discretion, on the basis of anything contained in or learned or obtained as a result of any background check, submitted Releases, or any other forms requested by the Releasees that, in their sole opinion, would constitute a breach of these Official Rules or otherwise.

By entering the Contest, Entrants agree to the use by Sponsor and its designees of their names, Company name, entry materials (including essay and Entry material), cities and states and photographs/likenesses for advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation, notification, or permission, except where prohibited by law. Upon request, Winners must consent to such in writing. Entrant will maintain ownership of original materials. Sponsor may follow up with Entrants to request additional information related to Entry materials and/or Entrant related information for the purpose of Contest marketing (it is at the discretion of Entrant to comply with the request).

GRANT OF RIGHTS: By entering, except where prohibited by law, Entrant grants to the Sponsor and their agents and assigns in perpetuity the irrevocable, sub-licensable, absolute right and permission to use, edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, separate, dub, adapt, publish, combine with other material, reuse, adapt, and exploit the content of and elements embodied in the Entry in any and all media, including but not limited to paper format, digital and electronic media, computer, audio and audiovisual media (whether now existing or hereafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation. Each Entrant waives and releases the Releasees from any and all claims now or hereafter have in any jurisdiction based on "moral rights" or "droit moral" or unfair competition with respect to the Releasees' exploitation of entries without further notification or compensation to Entrant of any kind, and agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Releasees and each of their affiliates, licensees, or any other person in connection with this Contest, on the grounds that

any use of any elements embodied in the Entry or any derivative works, infringe or violate any of Entrants rights therein. Each Entrant agrees to execute any documents that Releasees may require to affect such grant of rights. Each Winner grants the Releasees the right to use and publish their name, Company name, Company logo, Entry or elements, likeness, picture, voice, and/or any information contained in his/her Entry, online, in print and in any other media for advertising and promotional purposes worldwide, and in perpetuity without additional compensation, notice, review, or approval, unless prohibited by law. Nothing contained in these Official Rules obligates the licensed entities to make use of any of the rights granted herein and Winner waives any right to inspect or approve any use.

GENERAL CONDITIONS: Use of any automated entry software is prohibited. Electronically reproduced, mechanically reproduced, illegible, incomplete, or inaccurate Entries are void. By participating, Entrants agree to comply with these Official Rules including all eligibility requirements. Decisions of the Sponsor/Administrator will be final and binding on all matters relating to this Contest. By entering the Contest, Entrants, agree to the use by Sponsor and its designees of their names, Entry, and photographs/likenesses for advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation except where prohibited by law. In no event will more prizes be awarded than those listed in these Official Rules. Any questions, comments or complaints regarding the Contest are to be directed to the Sponsor at the address below. U.S. law governs this Contest. Notice to online participants: Internet access and usage charges applicable to a participant's account, including access charges and/or any usage charges applicable under participant's Internet pricing plan and any applicable taxes will continue to apply while a participant is online in connection with this Contest, and will be the sole responsibility of such participant.

Any attempt by an Entrant or any other individual to deliberately damage any online service or web site or undermine the legitimate operation of this Contest may be a violation of criminal and civil laws and should such an attempt be made; the Sponsor reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

LIMITATION OF LIABILITY AND RELEASE OF CLAIMS: By participating in the Contest, to the extent permitted by law, Entrants agree to release, indemnify and hold harmless Releasees, and each of their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Contest or acceptance, possession, use, misuse or nonuse of any prize that may be awarded. Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes or in any Contest related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or; for electronic, computer, or telephonic malfunction or error, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, or process any transaction thereon. If in the Sponsor's opinion, for any reason this Contest is not capable of running as planned, or there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Contest, the Sponsors reserve the right at their sole discretion to disqualify any individual (and void his/her entry and/or prevent him/her from future participation) who tampers with the entry process and/or who is acting in violation of these Official Rules, to modify or suspend the Contest, or to terminate the Contest and at Sponsor's discretion determine the Winners using the judging procedure outlined above from among all Entries received as of the termination date. As a condition of entering the Contest, Entrants agree that: a.) under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and any and all rights to have damages multiples or otherwise increased; b.) all causes of action arising out of or connected with this Contest, or the prizes awarded, shall be resolved individually, without resort to any form of class action; and c.) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall Entrant be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify prize award procedures at their discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

DISPUTES: Most disagreements can be resolved informally and efficiently by contacting Intuit. YOU AND SPONSOR AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT (A "CLAIM") WILL BE DETERMINED BY BINDING ARBITRATION, SMALL CLAIMS COURT, OR A SIMILAR DISPUTE RESOLUTION

PROCEDURE OR INFORMAL COURT IN THE APPLICABLE JURISDICTION, INSTEAD OF IN COURTS OF GENERAL JURISDICTION.

If there is any conflict with any Contest details contained in these Official Rules and Contest details contained in contest materials (including, but not limited to, point of sale, television, radio, and print advertising, promotional packaging, and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

Small Claims Court. Either you or Sponsor can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or Sponsor may seek to have a Claim resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence, and you may also bring a claim in small claims court in the Superior Court of California, County of Santa Clara.

Arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and/or the termination of your Services.

Notice of Claim. If you elect to seek arbitration, you must first send to Sponsor a written Notice of your Claim ("Notice of Claim"). The Notice of Claim to Sponsor should be sent in care of our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Notice of Claim should include both the mailing address and email address you would like Sponsor to use to contact you. If Sponsor elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your address on file. A Notice of Claim, whether sent by you or by Sponsor, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought.

Informal Resolution. You and Sponsor agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and Sponsor therefore agree that, after a Notice of Claim is sent but before either you or Sponsor commence arbitration or file a claim in small claims court against the other, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim covered by this Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if Sponsor is represented by counsel, its counsel may participate in the conference as well, but Sponsor agrees to have a company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

Class Action Waiver. YOU AND SPONSOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if you have elected arbitration, unless both you and Sponsor agree otherwise, the arbitrator may not consolidate any other person's Claims with your Claims and may not otherwise preside over any form of a representative or class proceeding. If Sponsor believes that any Claim you have filed in arbitration or in court is inconsistent with the limitations in this Section (i), then you agree that Sponsor may seek an order from a court determining whether your Claim is within the scope of the Class Action Waiver. If this Class Action Waiver is found to be unenforceable, then the entirety of this Section (Disputes) shall be null and void.

PRIVACY: Information collected from Entrants is used only for the purpose of awarding prizes, operating the Contest consistent with the Official Rules and to notify Winners, and will not be re-used, sold or shared in any manner by Sponsor or any third parties *unless Entrant has opted-in to receive additional information and promotional material from Sponsor or a third party. By entering this Contest and agreeing to be bound by these Official Rules, non-U.S. Entrants acknowledge and agree that the data submitted will be transferred and stored in the United States.* Once the Contest, including any known or unknown extensions of the Contest, has ended, all information supplied by Entrants will be removed from the database.

WHO WON: Upon confirmation of winning entries, within sixty (60) days from the conclusion of the Entry Period, the winning Company names will be posted on <https://events.fastcompany.com/mailchimp-forwardawards> until August 31, 2024..

GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Contest shall be

governed by the laws of the state of California, without giving any effect to any choice of law or conflict of law rules. Any dispute shall be resolved in a court of law in Santa Clara County, California USA.

SEVERABILITY: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

ENTRANT INFORMATION: Information will be collected in accordance with Intuit's privacy policy available at <https://www.intuit.com/privacy/statement/>.

SPONSOR: Intuit Mailchimp. Please direct sponsor inquiries to Intuit, ATTN: Mailchimp Forward Award Contest Team, 7535 Torrey Santa Fe Rd, SDG-2A-03-22E, San Diego, CA, 92129 USA.

ADMINISTRATOR: Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, NY 11791-3416 USA.

AFFILIATION & TRADEMARKS: Intuit is a trademark of Intuit Inc. and Mailchimp is a registered trademark of The Rocket Science Group.